

Exh. "A"

**AGREEMENT FOR ANIMAL CONTROL SERVICES AND SHELTER
SERVICES BETWEEN
THE PENINSULA HUMANE SOCIETY & SPCA
AND THE COUNTY OF SAN MATEO**

THIS AGREEMENT, made and entered into this ____ day of June, 2003 by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, (hereinafter, "County"), and the PENINSULA HUMANE SOCIETY & SPCA, a California nonprofit corporation for the prevention of cruelty to animals, (hereinafter, "Contractor").

WITNESSETH

WHEREAS, County and Cities wish to provide animal care, control and shelter services, as required under local and state law and in the interest of the public safety and welfare, for the entire unincorporated territory of the County of San Mateo and all cities of the County of San Mateo which have contracted with the County for such services;

WHEREAS, Contractor is a private, nonprofit corporation organized under the California Nonprofit Public Benefit Corporation law for charitable purposes, including for the prevention of cruelty to animals;

WHEREAS, Contractor wishes to provide County and Cities with the animal care, control and shelter services, as described in this Agreement, in return for payment by the County pursuant to the terms and conditions hereinafter stated:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto as follows:

DEFINITIONS

The following definitions shall apply to the terms used in this Agreement:

ADOPTION: The placement of an unowned or relinquished animal in a new home.

IMPOUNDED ANIMAL: One that has been picked up by an Animal Control Officer or other public official or by a private citizen and deposited at the shelter.

ANIMAL CONTROL PROGRAM: The program within the Division of Animal Control Services of the Environmental Services Agency of the County of San Mateo, or San Mateo County's designated contract agent, or both, or such other agency as the County Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within its jurisdiction.

CITY or CITIES: Any or all of the city or cities listed in Exhibit A hereto.

HOLIDAYS: Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with existing labor contracts.

A. CONTRACTOR RESPONSIBILITIES

Contractor shall provide to County, and to the cities listed on Exhibit "A" attached and incorporated by this reference herein, all of the services and facilities described in Exhibit "B," attached and incorporated by this reference herein. Contractor shall provide animal control services including field enforcement, shelter services, treatment including spay and neuter, and adoptions for all animals as specified in this contract, throughout the County, in accordance with the terms and conditions of this Agreement, and in compliance with applicable State and local laws and regulations.

B. COUNTY RESPONSIBILITIES

1. **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County shall be delivered to the Contractor at its shelter or held

in a humane way at a designated holding area until it can be picked up by Contractor.

2. Uniform Ordinances and Citation Authority. County shall encourage contracting Cities and incorporated towns to adopt and maintain the same animal control ordinance and fee schedule as the County. Each City's animal control ordinance shall be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the City limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the above mentioned ordinance. Enforcement of City ordinances which differ substantially from the County ordinance and which result in an increase to Contractor's costs shall be reimbursed directly by the City requiring additional services, as negotiated between City requiring additional services and Contractor. Provision of services to the County and Cities under this Agreement shall take priority over such additional services provided to separately contracting Cities. County reserves the right to make amendments to its animal control ordinance at any time. County will involve Contractor in the process of developing proposed ordinance amendments. County will submit any proposed ordinance changes to Contractor, and Contractor will respond within a reasonable time as to whether or not the proposed ordinance changes are contrary to Contractor's mission and purpose as a humane society for the prevention of cruelty to animals. Contractor will not be obligated to enforce ordinance changes which it feels are contrary to its mission and purpose. Provided the amendments are not contrary to Contractor's mission and purpose, parties shall negotiate in good faith regarding Contractor's enforcement of the amendments. Should such amendments result in significantly increased costs to Contractor, the parties agree to negotiate in good faith to agree on appropriate reimbursement, as provided by section C.6. of this agreement.

3. Provision of Radios. County shall provide radio maintenance services and supplemental radio dispatching to Contractor between the hours of 6:00 p.m. and 8:00 a.m. Monday - Friday and 5:00 p.m. and 8:00 a.m. Saturday, Sunday and Holidays.

C. FISCAL PROVISIONS

1. County shall pay to Contractor in twelve (12) equal monthly installments the annual amount of:

| <u>Fiscal Year</u> | <u>Amount</u> |
|--------------------|---------------|
| 2003-04 | \$4,454,397 |
| 2004-05 | \$4,624,617 |
| 2005-06 | \$4,803,348 |

Where County and Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the approval of Contractor. Contractor is entitled to recover costs which relate to staffing that may result during or after the exhibition or event. Such costs shall be collected by Contractor based on a fee schedule approved by the City or County in which the event is taking place. Contractor agrees to expeditiously process permits.

2. Animal Control Fees. All Animal Control Fees as described in Exhibit "C" attached and incorporated by this reference herein, shall be paid by Contractor to the County no later than the 15th of the month following collection by Contractor. Upon redemption or adoption of a dog or cat over the age of four months, Contractor shall either obtain a valid anti-rabies vaccination certificate, or have an anti-rabies vaccination administered for an appropriate fee. Contractor shall collect the vaccination, license and permit fees inclusive of applicable penalty fees and issue the County license tag. Contractor shall collect or make provision for collection of any applicable emergency veterinarian service charges for

veterinary services provided to injured animals. Charges made by veterinarian and or staff contracted herein shall be collected or provision made for collection from the owner when owner of treated animal is identified. All Animal Control Fees and charges collected by Contractor as identified in Exhibit "C" shall be paid to the County and shall not be retained by Contractor. For budgeting and monitoring purposes, revenue accounts shall be established for emergency veterinarian services and shelter treatment services and shall be maintained separately by Contractor.

3. **Use of Contract Revenue.** Contractor agrees that all funds paid by County to Contractor pursuant to this Agreement will only be used by the Contractor to meet its obligations herein. Half (50%) of all unexpended contract monies, and all contract monies spent for a purpose other than the performance of the services herein contracted for, shall be refunded to the County annually. Contractor may retain half (50%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Section C.4. of this Agreement. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval. No more than 1% (one percent) of the funds paid by County pursuant to this Agreement shall be expended towards the salary and benefits of Contractor's President. However, this paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by paragraph C.6 of this Agreement.
4. **Audit Requirement and Records.** Contractor shall annually hire an independent auditor who shall conduct an audit of all expenses and revenues and services provided hereunder. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in

accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of this Agreement and the requirements and regulations contained hereunder. A complete written copy of the audit and opinions shall be supplied to the County. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services under this Agreement, and the use of contract funds by Contractor. All books, records, reports and accounts maintained pursuant to this Agreement as related to Contractor's activities under this Agreement shall be open to inspection and audit by the County or a designated representative, and by representatives of the State and Federal Government, upon reasonable notice during normal business hours throughout the life of this Agreement and for a period of four (4) years thereafter.

5. **Fiscal and Program Monitoring.** Representatives designated by the Contractor and County may meet to review year-to-date expenditures and to discuss any financial or programmatic problems that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. Any changes in the amount to be paid to the Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the Contractor's Board of Directors Executive Committee and President shall meet with representatives from the San Mateo County City Managers Association. If requested by the County, the Contractor's President shall meet with the San Mateo County City Managers Association.

6. **Cost Overruns.**

- a) During any fiscal year of this Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, the parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide

additional reimbursement for cost overruns without approval of the Board of Supervisors and contracting Cities' representatives.

- b) If County or State laws are passed during the term of this Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, the parties agree to negotiate in good faith to agree on appropriate reimbursement. If parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Both parties agree to accept the Controller's determination of any increased costs.
- c) If current State laws are amended, repealed or suspended during the term of this Agreement that reduce or remove existing relevant mandates, County may require the parties to meet to discuss possible financial and operational impacts of reduced levels of service per the change in law. If within 90 days the parties reach mutual agreement as to how to proceed as a result of the change in law it shall be memorialized as an amendment to this Agreement. If after no less than ninety (90) days the parties do not reach mutual agreement as to how to proceed as a result of the change in law, County has an additional thirty (30) days to determine whether it wishes to exercise early termination of this Agreement, as set forth below. County's failure to exercise this early termination option at the end of this thirty (30) days results in the Agreement continuing without change or amendment for the duration of the term determined by section D.1 of this Agreement. Should the County chose to exercise this early termination option, the County shall do so by providing three-hundred-sixty-five (365) days prior written notice to Contractor of County's decision to terminate.

D. GENERAL PROVISIONS.

1. **Term of the Agreement.** This Agreement shall be effective the period from July 1, 2003 through June 30, 2006. All services are subject to the terms and conditions of this Agreement.
2. **Assignability.** If the Cities within San Mateo County and the County establish a Joint Powers Agency to implement the administrative function of the Animal Control Program, this Agreement may be assigned to it by the County. Contractor may not assign this Agreement in whole or in part to a third party without the prior written approval of the County except as otherwise noted elsewhere in this Agreement. All obligations contained herein shall remain in force following any such assignment, except by mutual written agreement of the parties.
3. **Hold Harmless, and Indemnification.**
 - a) Contractor shall hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor, and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

The duty of Contractor to hold harmless and indemnify as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b) County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County, and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees

The duty of County to hold harmless and indemnify, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence.

4. **Entire Agreement.** The parties acknowledge that this Agreement and the terms stated herein constitute the parties' entire understanding concerning the subject matter of this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto,

and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

5. **Insurance.** Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County Risk Manager. Contractor shall furnish the Environmental Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Environmental Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

a) **Workers' Compensation and Employer's Liability Insurance:** Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code.

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

b) **Liability Insurance.** Contractor shall take out and maintain, during the life of this Agreement, such Bodily Injury Liability and Property Damage Liability insurance as shall protect Contractor while performing work covered by this Agreement from any and all claims for damages for bodily/personal injury, including accidental death, as well as any and all claims for property damage

which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. County and its officers, agents, employees and servants shall be named as additional insureds on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees, have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

6. **Records.**

a) Contractor agrees to maintain and provide to County or its authorized representatives and/or their appropriate audit agencies, upon reasonable notice, access to and the right to examine, audit and copy any and all documents necessary to conduct the audit described in section C.4., to determine compliance under relevant federal, state, and local statutes, rules and regulations, and this Agreement, and/or to evaluate the use of contract funds by Contractor and the quality, appropriateness and timeliness of services provided.

b) Contractor agrees to provide complete statistical and other summary information regarding activities and services performed under this Agreement upon request and with reasonable notice from County or Cities, as well as from members of the public. Nothing in this Agreement obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintaining individuals' privacy protection.

c) Contractor shall notify County, or the relevant City in the event a City ordinance is being applied or enforced, of any request by a member of the public for records

or documents as described in paragraph (b) above and shall provide copies to the County or relevant City of any documents provided to the member of the public making such request.

d) Dangerous or vicious animal reports prepared by Contractor for purposes of dangerous animal hearings shall be provided to the County or City and the animal owner, and other parties so requesting, three days prior to the hearing; provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in paragraph b, above.

e) Contractor agrees to hold harmless and indemnify County and its officers, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or employees, to withhold any document or information from any member of the public.

The duty of Contractor to hold harmless and indemnify as set forth herein shall include the duty to defend as set forth in section 2778 of the California Civil Code.

f) Contractor shall maintain and, preserve all records and documents relating to this Agreement for a period of four (4) years from the termination date of the Agreement, or until any audit findings are resolved, whichever last occurs.

7. Non-Discrimination.

a) General. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Agreement.

b) Employment. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to County upon request with reasonable notice.

8. Equal Benefits. With respect to the provision of employee benefits, Contractor shall comply with the County ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse as provided in Exhibit D, attached and incorporated by this reference herein.
9. Independent Contractor. Contractor and its employees and agents are independent contractors with respect to the performance of any obligation hereunder or connected herewith, and not employees or agents of County.
10. Termination by County or Contractor. In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within sixty days of the notice. In the event the breaching party does not cure the material breach within the sixty days, the notifying party may immediately terminate this Agreement or seek any other applicable legal remedy including but not limited to specific performance of this Agreement. Termination is effective on the date specified on the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed until termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.
11. Negotiated Agreement. The parties acknowledge and agree that the agreement was reduced to writing by County solely for the convenience of the parties and that neither party is to be considered the drafter of the agreement for purposes of

construction or interpretation of this agreement or any ambiguity herein. The parties acknowledge that the language and provisions of this agreement was negotiated between the parties, each of whom had the benefit of legal counsel.

12. Notices. Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to the parties hereto at the addresses of each of the parties, as follows:

To Contractor: President
Peninsula Humane Society & SPCA
12 Airport Boulevard
San Mateo, CA. 94401

To County: Environmental Services Agency Director
County of San Mateo
455 County Center, 4th Floor
Redwood City, CA. 94063

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

COUNTY OF SAN MATEO

By _____

Marcia Raines, Director
Environmental Services Agency

PENINSULA HUMANE SOCIETY & SPCA

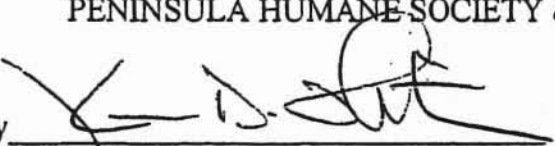
By 
President

EXHIBIT B

Contractor Responsibilities

1. The Contractor agrees to provide the following specific services:
 - a) Enforce all County and City ordinances which are substantially similar as defined in section B.2. to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, enforce all applicable laws of the State of California, and issue citations as appropriate for violations of said ordinances.
 - b) Impound all dogs caught at large, and provide for field return as appropriate.
 - c) Quarantine animals which must be quarantined in the shelter or which require field visits as prescribed by County Health Department and State Veterinarian. Contractor shall have initial discretion to determine which animals need a shelter quarantine or field visit. However, in the event the County so requests, Contractor shall provide a shelter quarantine or field visit as requested. Contractor shall notify County on January 1st of each year the status of the number of quarantines handled to date compared to the average number of quarantines for the prior three years. If there is a possibility the number of quarantines will exceed the prior year average, Contractor agrees to meet with County to discuss service reductions or to negotiate in good faith for additional reimbursement to Contractor, as defined in section C.6.

- d) Upon request by City or citizen of City or County or citizen of County, investigate complaints of animal nuisances, except excluded services as specified in Exhibit B, Paragraph 11.
- e) Remove dead animals from the public right-of-way, except freeways/highways which are maintained by CALTRANS.
- f) Remove stray dead domestic animals from private property with no charge. Also, remove owned domestic dead animals at the request of owner with a charge to the citizen requesting service.
- g) Investigate and follow up, as necessary, with impoundment, citation and prosecution of reported dog bites and attacks in conjunction with City Attorney or District Attorney.
- h) If euthanasia is necessary for a sick or injured animal in the field, perform the euthanasia which shall be conducted by trained personnel who have been provided with all necessary equipment. This service shall be available twenty-four hours a day, seven days a week.
- i) Investigate and follow-up on dangerous and vicious animal complaints as necessary, including but not limited to initially determining the designation of animals as dangerous or vicious, testifying at hearings, monitoring dangerous animal permits, investigating and citing owners for permit violations, impounding all dangerous and vicious animals posing an immediate threat to the public health and safety, euthanizing vicious animals, and performing annual inspections of residences maintaining dangerous animals.

- j) Assign animal control and/or humane officers to perform the functions specified in Sections a through i above. Such officers shall conduct routine patrols and respond to complaints, investigate and perform rescues as manpower allows, comply with court subpoenas, impound dangerous, vicious and injured or loose animals.
- k) Employ sufficient staff and/or volunteers to provide the level of service guaranteed in this Agreement in all areas.

2a. Field Enforcement Staffing and Services. Contractor shall staff its field services adequately to provide services throughout the County as provided hereunder. Field Services enforcement shall be provided seven days per week, twenty-four hours per day as specified below. Field services, provided by Contractor, shall consist of enforcement of all local ordinances which are substantially similar to the County's ordinance 6.04, 6.12, 6.16 and all related State laws pertaining to animals, except as otherwise noted in this Agreement. Field Enforcement shall include:

1) Category 1 Calls Contractor shall immediately respond, within the limits allowed by the manpower availability, to all emergency calls. For the purpose of this subsection, "emergency call" means an injured or sick animal, complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains an immediate threat to persons or property, or a dangerous animal permit violation that has occurred and same dangerous animal remains a threat to persons or property;

2) Category 2 Calls Contractor shall respond to calls pertaining to other biting animals, dog packs, and non threatening dangerous animal permit violations within eight (8) hours of receiving the call;

3) Category 3 Calls Contractor shall pick up contained stray animals between 8:00 a.m. and 9:00 p.m. of the day the call is received;

4) Category 4 Calls Contractor shall respond to calls pertaining to quarantines, cruelty, stray loose dogs, stray livestock or dead animal pick-up, within twenty-four (24) hours of receiving the call;

5) Notwithstanding any other provision herein, Contractor shall respond on Sundays, Holidays and after regular patrol hours (9:00 p.m. to 8:00 a.m.) only to complaints in the 1) and 2) categories unless manpower is available.

2b. Impoundment

1) Upon receipt of a request from City/County police/sheriff agencies, the Contractor shall promptly impound any animal when requested. The requesting agency must be present at the scene of the impoundment and must provide Contractor with warrants required for entry and/or impoundment. This request may come at any time the local agency deems it is appropriate.

2) Contractor shall not release any impounded animal unless the owner of such animal, or another individual with legal standing to represent the owner, appears at the Contractor's facilities, and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

3. Maintenance of Impoundment Records.

a) Contractor shall maintain for four (4) years records of animals impounded including the description of each animal, date of receipt, date and manner of disposition, treatment received, the name and address of the person who is redeeming or adopting an animal, and the

fees, charges and proceeds of adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.

- b) Contractor shall maintain records in compliance with SB 90 reporting procedures for Animal Adoption, and assist County and Cities in filing annual SB 90 claims.

- 4. **Citations.** Contractor shall issue citations to any person whose animal is in violation of any State statute or County or City Ordinance substantially similar to the County Ordinance as defined in section B.2 with the exceptions noted elsewhere in this Agreement.
- 5. **Mediation Services.** Contractor shall refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service. Contractor staff shall determine the types of complaints which shall be routinely referred to mediation.
- 6. **Shelter Staffing and Services.** Contractor shall provide Shelter Services including receiving and impounding animals, housing, redemption, treatment, adoption, spay/neuter, euthanasia and/or disposal of animals. Shelter Services shall maintain sufficient staff and/or volunteers necessary to provide the level of service guaranteed in the Agreement. Contractor shall shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.

The Contractor will provide services as required by Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.

Business Offices and the public access areas of the Animal Shelter shall be open to the public on a schedule designed to benefit the public and facilitate

the services established in this Agreement, provided that hours and access shall be a minimum of 40 hours per week. Contractor shall post and publicize public hours, and inform the County and cities of hours and of any changes in hours.

Contractor may subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County or Cities under this Agreement.

7. Treatment, Staffing and Services. Contractor shall provide or arrange to have provided treatment to injured and sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant State law. Treatment Services shall maintain sufficient staff and/or volunteers necessary to provide the level of service guaranteed in the Agreement.

Animal Control Officers will bring all injured or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to the Contractor's facility if staff and/or volunteers are available to treat said animal. On holidays, weekends, and between 6:00pm and 8:00am Monday through Friday, and as may be otherwise needed on an emergency basis, all injured or sick animals may be taken to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animal and if the condition of the animal requires immediate treatment according to the judgment of Contractor.

If an animal becomes sick or injured while at the Contractor's facility it will be treated by the Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat said animal, it will be transported to a veterinary hospital if it is an emergency and the animal needs immediate treatment.

8. Licensing and Permit Issuance for Dogs and Cats.

- a) Contractor shall not release any impounded dog or cat to its owner unless it is licensed as required by City or County ordinance. Contractor shall require any dog or cat encountered through any field services function or any other function to be licensed as required.
- b) Contractor shall license and/or issue required permits and collect applicable fees on all dogs and cats, in Cities and in the unincorporated County, at the time of adoption at the Contractor's facilities. Contractor shall retain copies of and provide upon request to the County a record of all dogs and cats adopted.
- c) Contractor shall issue dog and cat licenses to the general public, as required by County or City ordinance.

9. Provision of Services to Cities. Nothing contained herein shall preclude any incorporated City or the County from contracting directly with the Contractor for a higher level of service. Any such contract between Contractor and an individual City increasing the level of services shall not affect the level of service provided by Contractor to any City or the County pursuant to this Agreement.

10. Performance Measures. From the effective date of this Agreement, Contractor shall implement the following outcome-based performance measures, subject to the review and approval of the County. Contractor shall collect, maintain and report data in regards to the following performance measures. This data shall be reported in writing, to the County

11. Excluded Services

The following specific services are excluded from the terms of this Agreement:

- Enforcement of regulations regarding the number of animals per household
- Removal and disposal of dead marine animals
- Pick-up of baby birds
- Pick-up dead or live wildlife on private property unless such wildlife has direct contact with humans and/or domestic animals which involved a bite or attack, or is sick or injured, in which case Contractor shall respond in accordance with Section A.3.a.
- Response to barking dog complaints /animal noise nuisance complaints.
- The processing of in-home quarantines which may be resolved over the phone, as defined in Exhibit B, paragraph 1.c.
- Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls and observed violations regarding off-leash dogs in parks, beaches and other public places, yet not complete routine patrols.